

VENDOR # 12043312

STATE OF SOUTH DAKOTA  
OFFICE OF ATTORNEY GENERAL  
EQUIPMENT LEASE

Agreement made and entered into this 22 day of March, 2011, by and between the Office of Attorney General of 1302 East Highway 14 Suite 1, Pierre, South Dakota 57501, a state agency, (the "State") and Robbins Water Conditioning, Inc. of, 508 North Deadwood Street, PO Box 249, Fort Pierre South Dakota 57532 (the "Vendor").

The State hereby enters into this Agreement for services with Vendor in consideration of and pursuant to the terms and conditions set forth herein.

1. The Vendor will lease to the State six Oasis Aqua Bar reverse osmosis drinking water system devices or other water system devices that meet the requirements set forth in Office of Attorney General Quote Proposal Drinking Water Filtering System which is attached to this Agreement (the "Water Systems"). The Vendor will install the Water Systems at six separate locations throughout the State's Building where water systems are currently located and assure that the devices are correctly operating: 1) AG Kitchenette, 2) Lab Break Room, 3) DCI Kitchenette, 4) Student Lounge, 5) EOC Hallway, and 6) Fitness Room. Vendor will be responsible for the repair and maintenance of the Water Systems (including replacement of a Water System that cannot be repaired) during the initial lease period and any subsequent renewal periods. Except as provided for filter replacements in Section 4 below, all maintenance, repair and replacements will be at Vendor's sole cost.

2. The Vendor's services under this Agreement shall commence on **April 1, 2011, and end on March 31, 2013**, unless sooner terminated or extended pursuant to the terms hereof. At the sole discretion of the State, this Agreement may be renewed for up to four additional one year periods following the expiration of the initial lease term. The State will provide Vendor with notice of its intent to renew prior to the expiration of the existing term.

3. The Vendor will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.

4. The State will make the following lease and other payments. Monthly lease payments in the amount of \$330.00 (\$55.00 per device). The lease payment also includes costs associated with initial installation of all filters and one set of filter changes on all Water Systems annually thereafter. The State will pay Vendor for any additional filter replacement services that are required in a year in the amount of \$48.00 for service filter change (regardless of the number of units being charged) and \$4.50 for each Pre Filter and \$10.50 for each Carbon Filter changed. The State will make payment pursuant to monthly itemized invoices submitted by Vendor. Payment will be made consistent with SDCL ch. 5-26.

5. The Vendor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of the Agreement. This section does not require the Vendor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

6. The Vendor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

Commercial General Liability Insurance:

The Vendor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.

Before beginning of this Agreement, Vendor shall furnish the State with a properly executed Certificate of Insurance which shall clearly evidence all insurance required in this Agreement. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Vendor agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Vendor shall furnish copies of insurance policies if requested by the State.

7. While performing services hereunder, the Vendor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

8. Vendor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Vendor or the State to liability. Vendor shall report any such event to the State immediately upon discovery.

Vendor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Vendor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Vendor to report any event to law enforcement or other entities under the requirements of any applicable law.

9. In the event the Vendor or the State breaches any of the terms or conditions hereof, this Agreement it may be terminated by the State at any time with or without notice,

and the Vendor upon 30 days prior written notice. Upon termination the Vendor will have 30 days to remove its Water Systems from the State's premises.

10. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

11. This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

13. The Vendor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

14. The Vendor certifies that neither Vendor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Vendor further agrees that it will immediately notify the State if during the term of this Agreement Vendor or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

17. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to Kay McLlain on behalf of the State, and by and to Tim Badger, on behalf of the Vendor, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

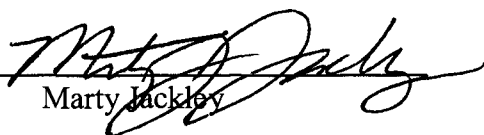
18. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

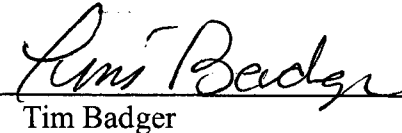
19. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

In Witness Whereof, the parties signify their agreement effective the date above first written by the signatures affixed below.

STATE

VENDOR

BY:   
Marty Jackley

BY:   
Tim Badger

\_\_\_\_\_  
Attorney General

Robins Water Conditioning  
Vendor

3-22-11  
(DATE)

3-22-11  
(DATE)

- State Agency Coding (MSA Center) \_\_\_\_\_.
- State Agency MSA Company for which contract will be paid \_\_\_\_\_.
- Object/subobject MSA account to which voucher will be coded \_\_\_\_\_.
- Name and phone number of contact person in State Agency who can provide additional information regarding this contract Kay McLean.




# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/22/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Becki Potrzeba State Farm Insurance 1315 E Wells Ave Pierre, SD 57501 	<b>CONTACT NAME:</b> Tasha Jones	
	<b>PHONE (A/C, No, Ext):</b> 605.224.4173 <b>FAX (A/C, No):</b> 605.224.2271 <b>E-MAIL ADDRESS:</b> tasha@beckipotrzeba.com	
<b>INSURED</b> Robins Water Conditioning Inc. PO Box 249 Fort Pierre, SD 57532	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A : State Farm Fire and Casualty Company	25143
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>			<b>91-BT-3246-2</b>	<b>03/12/2011</b>	<b>03/12/2012</b>	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<b>EXCESS LIAB</b>						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			<b>91-B0-9543-2</b>	<b>05/12/2011</b>	<b>05/12/2012</b>	WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**State of South Dakota  
500 E Capitol Avenue  
Pierre, SD 57501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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**OFFICE OF ATTORNEY GENERAL  
QUOTE PROPOSAL**

**DRINKING WATER FILTERING SYSTEM**

The State of South Dakota, Office of Attorney General, 1302 E Highway 14, Suite \_\_, Pierre, SD 57501 ("AGO") is seeking quotes to lease six (6) drinking water filter systems from qualified vendors to be located at its facility at the stated address.

The lease with the successful vendor will be for a one year term with AGO in its sole discretion having the option to renew the lease agreement for up to three additional one year terms. AGO will make monthly lease payments. Office of Attorney General will pay for the replacement filters in addition to monthly lease payments. No other payments will be made to the successful vendor.

The renewal terms of the lease agreement will be the same as the original lease, with the exception of the price AGO pays for replacement filters, which may be increased at AGO's option upon demonstration by the successful vendor of cost increases.

The filter systems quoted shall comply with the following specification:

- Six (6) drinking water filter systems shall be supplied to be located through out the facility at the address above;
- Systems shall hook directly to building water supply provided at six (6) locations (No Supply Tanks) and electrical supply provided at six (6) locations (110 volt receptacle);
- Systems shall have both hot and cold dispensing capabilities;
- Systems shall conform to NSF/ANSI 58 water filtering;
- Systems shall have a spill containment under dispenser;
- Dispensing spigots shall be located at a user friendly height and have the ability to provide water to separate coffee making systems;
- Systems vendor shall service and replace filtering system each quarter of the contract or other wise needed; and.
- Systems vendor is responsible for installation, repairs, labor, and travel of each system through out the term of the lease
- All repairs and/or replacement system must be performed within 48 hours of notice

Vendor shall provide AGO its quote together with documentation demonstrating system quoted will satisfy specifications.

**To be considered quotes shall be delivered to AGO by February 15<sup>th</sup>, 2011**  
**Quotes and documents shall be sent to *Debbie Karst, Attorney Generals Office***

The vendor meeting specifications with the lowest quote and AGO will negotiate terms of a lease agreement. If parties are unable to negotiate an agreement AGO will terminate negotiations and begin negotiations with the second low vendor. No vendor will have any contract rights until an agreement is executed between the parties.

Any questions contact Debbie Karst, 773-5400, [debra.karst@state.sd.us](mailto:debra.karst@state.sd.us)

**OFFICE OF ATTORNEY GENERAL  
QUOTE DRINKING WATER FILTERING SYSTEM**

Monthly lease payment: \_\_\_\_\_

Replacement Filters: \_\_\_\_\_

Vendor: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_